



**VILLAGE COUNCIL SPECIAL MEETING
VIA ZOOM TELECONFERENCE
TAOS SKI VALLEY, NEW MEXICO
TUESDAY, NOVEMBER 10, 2020 2:00 P.M.**

1. **CALL TO ORDER AND NOTICE OF MEETING**
2. **ROLL CALL**
3. **APPROVAL OF THE AGENDA**
4. **MAYOR'S REPORT**
5. **OLD BUSINESS**
 - A. Consideration to Approve Appointment by Council of Members to the new Capital Improvements Advisory Committee
6. **NEW BUSINESS**
 - A. Consideration to Approve Resolution No. 2021-454, A Resolution Authorizing and Approving Financial Assistance from the New Mexico State Highway and Transportation Department FY2021, NM LGRF DOT CONTROL No. L500394
 - B. Council Acknowledgment and Acceptance of Radio Equipment Donation from A-1 Communications to Taos Ski Valley Fire & Rescue
7. **MISCELLANEOUS**
8. **CLOSED SESSION**
 - A. Discussion of the Acquisition of Real Property
This matter may be discussed in closed session under Open Meetings Act exemption 0-15-1(H) (8)
9. **ANNOUNCEMENT OF THE DATE, TIME & PLACE OF THE NEXT MEETING OF THE VILLAGE COUNCIL**
10. **ADJOURNMENT**

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Consideration to Approve Appointment by Council of Members to the new Capital Improvements Advisory Committee

DATE: November 10, 2020

PRESENTED BY: Patrick Nicholson, Director of Planning & Community Development

STATUS OF AGENDA ITEM: Old Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Council, at the September 8, 2020 meeting, approved by Resolution No. 2021-449 the creation of the Village of Taos Ski Valley Capital Improvement Advisory Committee (CIAC). This is in accordance with Section 5-8-19 of the NM Development Fees Act, to advise the municipality of the need to update or revise the land use assumptions and the capital improvement plan.

Pursuant to State Statute Section 5-8-37 (B), no members of the CIAC shall be employees or officials of a municipality or county or other government entity. The Village Planning and Zoning Commission Officials were determined to be Officials of the municipality and thus could not serve on the CIAC.

According to the Act, not less than forty percent (40%) of the membership of the CIAC must be representative of the real estate, development or building industries. A representative of an industry may be actively engaged in the industry or by profession, training, experience, and interest be representative of the industry.

Pursuant to Section 5-8-19 of the Act, the governing body of a municipality or county shall appoint a CIAC on or before the date of enacting new development impact fees. After two postings for applicants to the CIAC, the Village received twelve applications. Seven were selected for recommendation by the Mayor to the Council.

RECOMMENDATION: Staff recommends Council approval of the Candidates listed below to the seven-member Capital Improvements Advisory Committee.

Mayor Brownell recommends the following applicants to appointment by the Council to the Village of Taos Ski Valley Capital Improvement Advisory Committee:

Community Members:

Mike Fitzpatrick Russell Olson
Katherine Kett Ben Cook

Development/Construction Fields:

Paddy McNeely Tom Mastor
Mike Bower

**Village of Taos Ski Valley
Village Council
Agenda Item**

AGENDA ITEM TITLE: **Consideration to Approve Resolution No. 2021-454, A Resolution Authorizing and Approving Financial Assistance from the New Mexico State Highway and Transportation Department FY2021, NM LGRF DOT CONTROL No. L500394**

DATE: November 10, 2020

PRESENTED BY: Anthony Martinez, Public Works Director

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Village Council needs to approve a resolution for State Highway and Transportation Department funding. After passage of **Resolution No. 2021-454**, the Highway Department will draft a contract for Village approval for the FY2021 road project. At this point, the State has committed to funding in the amount of \$60,000.00 with the Village contributing 25% of total project costs, or \$20,000.00, for a total project cost of \$80,000.00.

Monies for the project will be used for full construction with drainage improvements of various local streets.

RECOMMENDATION: Recommend Approval of **Resolution No. 2021-454**, a resolution authorizing and approving financial assistance from the New Mexico State Highway and Transportation Department for FY2021.

**VILLAGE OF TAOS SKI VALLEY
RESOLUTION NO.2020-454**

**APPROVING THE COOPERATIVE AGREEMENT WITH THE NMDOT
LOCAL GOVERNMENT ROAD PROGRAM**

WHEREAS, The Village of Taos Ski Valley has been awarded funding in the FY 2020/2021 Local Government Road Program; and

WHEREAS, the Grant funding requires a 25% match funding that the Village intends to meet with in-kind costs; and

WHEREAS, the Village of Taos Ski Valley has identified public road projects that are needed to protect the public good and convenience and will serve the public of the municipality.

**WHEREAS, NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING
BODY OF THE VILLAGE OF TAOS SKI VALLEY AS FOLLOWS:**

1. Council Directs the Mayor to submit a letter of intent to Stephanie Medina, District 5 LGRF Coordinator requesting an extension to the awarded FY2020/2021 Local Government Road Program.
 - a. Control No. L500394

Village of Taos Ski Valley COOP Project Roadway List FY 2020/2021

	Road Project	Scope of Work	Cost
1	Zaps Road: regrade, with drainage	Change slope of the road, Current road has an out-slope layout but needs to change to an in-slope profile with a ditch directing storm water to a drop inlet, Drop inlet would drain to a sediment catch basins accessible for backhoe maintenance	\$100,0
2	Cliffhanger Roadside Drainage	Develop drop inlet and sediment catch basins for backhoe maintenance	\$60,0
3	Upper Twining Roadside Drainage	Develop drop inlet and sediment catch basins for backhoe maintenance	\$60,0
4	Bull of Woods Roadside Drainage	Develop drop inlet and sediment catch basins for backhoe maintenance	\$60,0
5	Snow Shoe Roadside Drainage	Develop drop inlet and sediment catch basins for backhoe maintenance	\$60,0
5	Big Horn Roadside curb and gutter	Develop drainage system on roadside to include curb and gutter	\$500,0
7	Twining Road curb and gutter	Develop drainage system on roadside to include curb and gutter	\$500,0
8	Phoenix Switchback curb & gutter	Develop drainage system on roadside to include curb and gutter	\$500,0
9	Cliffhanger Road curb and gutter	Develop drainage system on roadside to include curb and gutter	\$500,0
0	Dolcetto Lane curb and gutter	Develop drainage system on roadside to include curb and gutter	\$500,0
1	Coyote Lane curb and gutter	Develop drainage system on roadside to include curb and gutter	\$500,0
2	Porcupine Road resurface	Resurface to Village standards: base course roadway and re-slope	\$30,0
3	Village Wide Boulder removal	Removal of Boulders that protrude in the roadway and resurface	\$300,0
4	Village Wide Road Resurface	Resurface to Village standards base course roadway and re-slope	\$300,0

5	Village Wide Road Surface Treatment	Road Surface Improvements – Slurry seal and soil stabilization	\$25,0
5	Bluejay Ridge	Resurface to Village standards: base course roadway, re-slope, blading and shaping	\$100,0

**PASSED, APPROVED AND ADOPTED THIS 10th DAY OF November
2020**

THE VILLAGE OF TAOS SKI VALLEY

Mayor Christof Brownell

ATTEST:

Ann Marie Wooldridge
Village Clerk

Contract No. _____
Vendor No. _____
Control No. L500394

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **The Village of Taos Ski Valley** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Pavement Rehabilitation/Improvements, Drainage Improvements, Blading and Shaping of Various Village Roads**, as described in Control No. **L500394**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is **Eighty Thousand Dollars (\$80,000.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% **\$60,000.00**

Pavement Rehabilitation/Improvements, Drainage Improvements, Blading and Shaping of Various Village Roads

2. The Public Entity's required proportional matching Share shall be 25% **\$20,000.00**
For purpose stated above

3. Total Project Cost **\$80,000.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **Eighty Thousand Dollars (\$80,000.00)**.

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 1. Utility Certification,
 2. Drainage and storm drain design,
 3. Geotechnical design,
 4. Pavement design,
 5. Environmental and archaeological clearances Certification,
 6. Right of-way acquisition Certification,
 7. Hazardous substance/waste site(s) contamination,
 8. Railroad Certification,
 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) days of completion, provide written certification that all work under

this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2021. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

The Village of Taos Ski Valley

By: *[Signature]*

Date: 10/28/20

Title: MAYOR VTSV

Ann M. Wardridge

Attest: _____
Village Clerk

VILLAGE OF TAOS SKI VALLEY
Village Council
Agenda Item

AGENDA ITEM TITLE: Council Acknowledgment and Acceptance of Radio Equipment Donation from A-1 Communications to Taos Ski Valley Fire & Rescue

DATE: November 10, 2020

PRESENTED BY: Roberto Molina Jr, Chief Taos Ski Valley Fire Rescue

STATUS OF AGENDA ITEM: New Business

CAN THIS ITEM BE RESCHEDULED: Not Recommended

BACKGROUND INFORMATION: The Taos Ski Valley Fire and Rescue (TSVFR) has been given a donation of radio equipment from A-1 Communications in Albuquerque, NM. It has been some time since the radio equipment has been upgraded in the Fire Department's apparatus. Since TSVFR is currently on VHF frequencies and Taos County Central Dispatch is on UHF, it has been difficult to communicate with Central Dispatch and to respond to mutual-aid calls from other agencies needing assistance. Having all Taos County departments on the same frequencies will be a big benefit to the Fire Department, to the Village, and to TSV Inc. Included in the donation is a converter which will allow the Village to continue using the radios it currently owns and remain on VHF.

Attached is Exhibit A, a list of radio equipment being donated to Taos Ski Valley Fire and Rescue.

STAFF RECOMMENDATION: Staff recommends acknowledgement and acceptance of the donation of radio equipment from A-1 Communications to Taos Ski Valley Fire and Rescue.

